



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

SEP 28 2004

REPLY TO THE ATTENTION OF  
(AE-17J)

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

John S. Milgram, President  
Aexcel Corporation  
7373 Production Drive  
Mentor, Ohio 44060

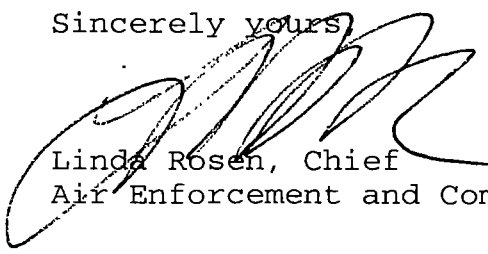
Dear Mr. Milgram:

Enclosed is a file stamped Consent Agreement and Final Order (CAFO) which resolves violations at Aexcel's Mentor, Ohio facility, CAA Docket No CAA-05-2004 0048. As indicated by the filing stamp on its first page, we filed the CAFO with the Regional Hearing Clerk on SEP 28 2004.

Pursuant to paragraph 31 of the CAFO, Aexcel must pay the civil penalty within 30 days of SEP 28 2004. Your check must display the case docket number, CAA-05-2004 0048, and the billing document number, 050 304041.

Please direct any questions regarding this case to Mony Chabria, Associate Regional Counsel, (312) 886-6842.

Sincerely yours,



Linda Rosen, Chief  
Air Enforcement and Compliance Assurance Section (MI/WI)

Enclosure

cc: Louis McMahon (w/enclosure)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5

IN THE MATTER OF:

Aexcel Corporation  
Mentor, Ohio

Respondent.

) Docket No. CAA-05- 2004 0048  
)  
) Consent Agreement and Final  
) Order  
)  
)  
)  
)

CONSENT AGREEMENT AND FINAL ORDER

I. JURISDICTIONAL AUTHORITY

1. This is a civil administrative action commenced and concluded simultaneously pursuant to Section 113(d) of the Clean Air Act (the Act), 42 U.S.C. § 7413(d), and Sections 22.1(a)(2), 22.13(b), and 22.18(b) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination, or Suspension of Permits (Consolidated Rules), 40 C.F.R. §§ 22.1(a)(2), 22.13(b), and 22.18(b)..

2. Complainant, the Director of the Air and Radiation Division, United States Environmental Protection Agency, Region 5 (U.S. EPA), brings this administrative action seeking a civil penalty under Section 113(d) of the Act, 42 U.S.C. § 7413(d).

3. The Respondent is Aexcel Corporation (Aexcel or Respondent), a corporation doing business in Ohio.

RECEIVED  
REGIONAL HEARING  
DIVISION  
04 SEP 28 2011  
U.S. ENVIRONMENTAL  
PROTECTION AGENCY  
REGION 5

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## **II. STATUTORY AND REGULATORY BACKGROUND**

4. Under Section 183(e) of the Act, 42 U.S.C. § 7511b(e), the Administrator of U.S. EPA promulgated regulations establishing requirements regarding the manufacture of certain consumer or commercial products, the use of which may result in the release of volatile organic compounds (VOCs).

5. Pursuant to Section 183(e) of the Act, 42 U.S.C. § 7511b(e), on September 11, 1998, U.S. EPA promulgated National VOC Emission Standards for Architectural Coatings at 40 C.F.R. Part 59, Subpart D (Architectural Coatings Standards).

6. The Architectural Coatings Standards apply to each "architectural coating," as that term is defined at 40 C.F.R. § 59.401, manufactured on or after September 13, 1999 for sale or distribution in the United States.

7. The Architectural Coatings Standards, at 40 C.F.R. § 59.401, define "manufacturer" as a person that produces, packages, or repackages architectural coatings for sale or distribution in the United States.

8. The Architectural Coatings Standards, at 40 C.F.R. § 59.402(a), require each manufacturer and importer of any architectural coating subject to Subpart D to ensure that the VOC content of the coating does not exceed the applicable limit in Table 1 of Subpart D.

9. The Architectural Coatings Standards, at 40 C.F.R.



§ 59.405(a)(3), require each manufacturer and importer of any architectural coating subject to Subpart D to display the VOC content of the coating on the label or lid of the container in which they sell or distribute the coating. The VOC content must be indicated either as the actual VOC content of the coating, or as the VOC content limit with which the coating is required to comply, and does comply.

10. The Administrator of U.S. EPA may assess a civil penalty of up to \$27,500 per day for each violation, with a maximum of \$220,000, for violations of the Architectural Coatings Standards that occurred between January 31, 1997 and March 15, 2004, and may assess a civil penalty of up to \$32,500 per day for each violation, with a maximum of \$270,000, for violations that occurred on and after March 15, 2004, under Section 113(d)(1) of the Act, 42 U.S.C. § 7413(d)(1), and 40 C.F.R. Part 19, as amended at 69 Fed. Reg. 7121 (February 13, 2004).

### **III. FACTUAL ALLEGATIONS**

11. Aexcel owns and operates a coating manufacturing facility at 7373 Production Drive, Mentor, Ohio.

12. Aexcel manufactures and distributes at least 79 coatings, including, but not limited to, those listed in Attachments A and B. These coatings are recommended for field application to stationary structures and their appurtenances.

13. Since September 13, 1999, Aexcel has manufactured and





distributed "architectural coatings," as defined in 40 C.F.R. § 59.401.

14. The VOC content of each coating listed in Attachment A exceeded the applicable VOC content limit.

15. Aexcel did not provide the VOC content on the labels or lids of the containers for the coatings listed in Attachment B.

16. Aexcel did not submit exceedance fees for the production of architectural coatings for the period between September 13, 1999 and December 31, 2000.

17. Aexcel submitted exceedance fees, by March 1 following the calendar year, for the production of architectural coatings during calendar years 2001 and 2002.

18. The exceedance fees submitted by Aexcel were calculated incorrectly because the tonnage exemption was not calculated based on the total VOC content of each coating.

19. On March 31, 2004, U.S. EPA issued a Finding of Violation to Aexcel.

#### **IV. VIOLATIONS**

20. As set forth above, Aexcel exceeded the VOC content limits for the coatings listed in Attachment A, constituting a violation of 40 C.F.R. § 59.402(a) and Sections 183 and 111(e) of the Act, 42 U.S.C. §§ 7511b and 7411(e).

21. As set forth above, Aexcel failed to provide the VOC content on the containers for the coatings listed in Attachment



B, constituting a violation of 40 C.F.R. § 59.405(a)(3) and Sections 183 and 111(e) of the Act, 42 U.S.C. §§ 7511b and 7411(e).

#### **V. STIPULATIONS**

22. Aexcel admits the jurisdictional allegations and neither admits nor denies the factual allegations described herein.

23. Aexcel consents to the issuance of this CAFO and the assessment of a civil penalty, as outlined in Section VI of this CAFO.

24. Aexcel consents to all of the terms and conditions in this CAFO.

25. Aexcel waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c).

26. Aexcel waives its right to contest the allegations in this CAFO, and waives its right to appeal under Section 113(d) of the Act, 42 U.S.C. § 7413(d).

27. Aexcel certifies that it is complying fully with the Architectural Coatings Standards at its coating manufacturing facility in Mentor, Ohio.

28. Aexcel and U.S. EPA agree that settling this action without further litigation, upon the terms of this CAFO, is in the public interest.



**VI. CIVIL PENALTY**

29. Pursuant to Section 113(e) of the Act, 42 U.S.C. § 7413(e), in determining the amount of the penalty assessed, U.S. EPA took into account (in addition to such other factors as justice may require), the size of Aexcel's business, the economic impact of the penalty on Aexcel's business, Aexcel's full compliance history and good faith efforts to comply, the duration of the violations, payments by Aexcel of penalties previously assessed for the same violations, the economic benefit of noncompliance, and the seriousness of the violations.

30. Based on an analysis of the above factors, including Aexcel's cooperation, prompt return to compliance, and agreement to perform a SEP, U.S. EPA has determined that an appropriate civil penalty to settle this action is \$20,000 (Twenty Thousand Dollars).

31. Aexcel must pay the \$20,000 civil penalty by cashier's or certified check payable to the "Treasurer, United States of America," in accordance with paragraphs 32 and 33 below, within 30 days of the effective date of this CAFO.

32. Aexcel must send the check to:

U.S. Environmental Protection Agency  
Region 5  
P.O. Box 70753  
Chicago, Illinois 60673

33. A transmittal letter, stating Respondent's name, complete address, the case docket number, and the billing



document number must accompany the payment. Respondent must write the case docket number and the billing document number on the face of the check. Respondent must send copies of the check and transmittal letter to:

Attn: Regional Hearing Clerk, (E-19J)  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Blvd.  
Chicago, Illinois 60604-3590

Attn: Compliance Tracker, (AE-17J)  
Air Enforcement and Compliance Assurance Branch  
Air and Radiation Division  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Blvd.  
Chicago, Illinois 60604-3590

Mony Chabria, (C-14J)  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Blvd.  
Chicago, Illinois 60604-3509

34. This civil penalty is not deductible for federal tax purposes.

35. If Aexcel does not pay timely the civil penalty, or any stipulated penalties under paragraph 48 below, U.S. EPA may bring an action to collect any unpaid portion of the penalty with interest, handling charges, nonpayment penalties and the United States' enforcement expenses for the collection action under Section 113(d)(5) of the Act, 42 U.S.C. § 7413(d)(5). The validity, amount, and appropriateness of the civil penalty are not reviewable in a collection action.





36. Interest will accrue on any overdue amount from the date payment was due at a rate established under 31 U.S.C.

§ 3717. Aexcel will pay a \$15 handling charge each month that any portion of the penalty is more than 30 days past due. Aexcel will pay a quarterly nonpayment penalty each quarter during which the assessed penalty is overdue according to Section 113(d)(5) of the Act, 42 U.S.C. § 7413(d)(5). This nonpayment penalty will be 10 percent of the aggregate amount of the outstanding penalties and nonpayment penalties accrued from the beginning of the quarter.

#### **VII. SUPPLEMENTAL ENVIRONMENTAL PROJECT**

37. Aexcel has agreed to and must complete a supplemental environmental project (SEP) in which Aexcel will reformulate 34 of its architectural coating products. The reformulation of these products shall result in at least a 25,127 pound per year reduction in VOCs in its architectural coating products. This reduction in VOCs will be measured using 2003 calendar year sales and the current VOC content of the 34 products. The reformulation will be accomplished no later than September 30, 2005. Aexcel will provide a detailed Scope of Work outlining the steps it will take and milestones with dates for completing this SEP within thirty (30) days of the effective date of this CAFO. The Scope of Work will contain a list of the 34 products which



will be reformulated, their current VOC contents (in pounds per gallon), and the 2003 sales (in gallons) of each product.

38. Aexcel must spend at least \$51,000 in the performance of this SEP and may not use any amount of this sum as a tax deduction.

39. Aexcel must ensure that the reformulated product(s) replace current products, thereby achieving the required VOC reductions, no later than September 30, 2005.

40. Aexcel certifies that it is not required to perform or develop the SEP by any law, regulation, grant, order, or agreement, or as injunctive relief as of the date it signs this CAFO. Aexcel further certifies that it has not received, and is not negotiating to receive, credit for the SEP in any other enforcement action.

41. Aexcel must maintain copies of any underlying research and data for all reports submitted to U.S. EPA according to this CAFO. Aexcel must provide the documentation of any underlying research and data to U.S. EPA within seven days of U.S. EPA's request for the information.

42. Aexcel shall submit an annual report to U.S. EPA describing the status of the SEP requirements by September 30, 2005.



43. Aexcel must submit a SEP completion report to U.S. EPA within 60 days of the full implementation of the SEP. This report must contain the following information:

- a. detailed description of the SEP as completed, including the reformulated VOC contents of each of the 34 products;
- b. description of any problems and the actions taken to correct the problems;
- c. itemized costs of goods and services used to complete the SEP documented by copies of invoices, purchase orders, or canceled checks that specifically identify and itemize the individual costs of the goods and services;
- d. certification that Aexcel has completed the SEP in compliance with this CAFO; and
- e. description of the environmental and public health benefits resulting from the SEP (quantify the benefits and pollution reductions, if feasible).

44. Aexcel must submit all notices and reports required by this CAFO by first class mail to:

Attn: Compliance Tracker (AE-17J)  
 Air Enforcement and Compliance Assurance Branch  
 Air and Radiation Division  
 U.S. Environmental Protection Agency, Region 5  
 77 West Jackson Blvd.  
 Chicago, Illinois 60604-3590

45. In each report that Aexcel submits as provided by this CAFO, it must certify that the report is true and complete by including the following statement signed by one of its officers:

I certify that I am familiar with the information in this document and that, based on my inquiry of those individuals responsible for obtaining the information, the information is true and complete to the best of my knowledge. I know that there



are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

46. Following receipt of the SEP completion report described in paragraph 43 above, U.S. EPA must notify Aexcel in writing that:

- a. It has satisfactorily completed the SEP and the SEP report;
- b. There are deficiencies in the SEP as completed or in the SEP report and U.S. EPA will give Aexcel 30 days to correct the deficiencies; or
- c. It has not satisfactorily completed the SEP or the SEP report and U.S. EPA will seek stipulated penalties under paragraph 48 below.

47. If U.S. EPA exercises option b. above, Aexcel may object in writing to the deficiency notice within 10 days of receiving the notice. The parties will have 30 days from U.S. EPA's receipt of Aexcel's objection to reach an agreement. If the parties cannot reach an agreement, U.S. EPA will give Aexcel a written decision on its objection. Aexcel will comply with any requirements that U.S. EPA imposes in its decision. If Aexcel does not complete the SEP as required by U.S. EPA's decision, Aexcel will pay stipulated penalties to the United States under paragraph 48 below.

48. If Aexcel violates any requirement of this CAFO relating to the SEP, Aexcel must pay stipulated penalties to the United States as follows:





a. Except as provided in subparagraph b, below, if Aexcel did not complete the SEP satisfactorily according to this CAFO, Aexcel must pay a stipulated penalty of \$34,567.

b. If Aexcel did not complete the SEP satisfactorily, but U.S. EPA determines that Aexcel: (i) made good faith and timely efforts to complete the SEP; and (ii) certified, with supporting documents, that it spent at least 90 percent of the required amount on the SEP, Aexcel will not be liable for any stipulated penalty.

c. If Aexcel satisfactorily completed the SEP, but spent less than 90 percent of the required amount on the SEP, Aexcel must pay a stipulated penalty of \$5,100.

d. If Aexcel failed to submit timely the SEP completion report required by paragraph 43 above, Aexcel must pay a stipulated penalty of \$500 for each day after the report was due until it submits the report.

e. If Aexcel failed to submit timely any other report required by paragraph 42 above, Aexcel must pay a stipulated penalty of \$500 for each day after the report was due until it submits the report.

49. U.S. EPA's determinations of whether Aexcel satisfactorily completed the SEP and whether it made good faith, timely efforts to complete the SEP will bind Aexcel.

50. Aexcel must pay any stipulated penalties within 15 days of receiving U.S. EPA's written demand for the penalties. Aexcel will use the method of payment specified in paragraphs 32 and 33, above, and will pay interest, handling charges, and nonpayment penalties on any overdue amounts.

51. Any public statement that Aexcel makes referring to the SEP must include the following language, "Aexcel undertook this

project under the settlement of the United States Environmental Protection Agency's enforcement action against Aexcel for violations of the Architectural Coatings Standards at its Mentor, Ohio facility."

52. If an event occurs which causes or may cause a delay in completing the SEP as required by this CAFO:

a. Aexcel must notify U.S. EPA in writing within 10 days after learning of an event which caused or may cause a delay in completing the SEP. The notice must describe the anticipated length of the delay, its cause(s), Aexcel's past and proposed actions to prevent or minimize the delay, and a schedule to carry out those actions. Aexcel must take all reasonable actions to avoid or minimize any delay. If Aexcel fails to notify U.S. EPA according to this paragraph, Aexcel will not receive an extension of time to complete the SEP.

b. If the parties agree that circumstances beyond the control of Aexcel caused or may cause a delay in completing the SEP, the parties will stipulate to an extension of time no longer than the period of delay.

c. If U.S. EPA does not agree that circumstances beyond the control of Aexcel caused or may cause a delay in completing the SEP, U.S. EPA will notify Aexcel in writing of its decision and any delays in completing the SEP will not be excused.

d. Aexcel has the burden of proving that circumstances beyond its control caused or may cause a delay in completing the SEP. Increased costs for completing the SEP will not be a basis for an extension of time under subparagraph b, above. Delay in achieving an interim step will not necessarily justify or excuse delay in achieving subsequent steps.

#### **VIII. General Provisions**

53. This CAFO constitutes a settlement by U.S. EPA of all claims for civil penalties pursuant to Sections 111(e) and 113 of



the Act, 42 U.S.C. §§ 7411(e) and 7413, for the violations alleged in Section IV of this CAFO. Nothing in this CAFO is intended to, nor shall be construed to, operate in any way to resolve any criminal liability of Aexcel arising from the violations alleged in this CAFO or liability related to other violations of the Act. Compliance with this CAFO shall not be a defense to any actions subsequently commenced pursuant to federal laws and regulations administered by U.S. EPA, and it is the responsibility of Aexcel to comply with such laws and regulations.

54. Nothing in this CAFO restricts U.S. EPA's authority to seek Aexcel's compliance with the Act and other applicable laws and regulations.

55. This CAFO does not affect Aexcel's responsibility to comply with the Act and other applicable federal, state, and local laws and regulations.

56. This CAFO constitutes an "enforcement response" as that term is used in "U.S. EPA's Clean Air Act Stationary Source Civil Penalty Policy" to determine Aexcel's "full compliance history" under Section 113(e) of the Act, 42 U.S.C. § 7413(e).

57. The terms of this CAFO bind Aexcel, its officers, directors, servants, employees, agents, successors, and assigns, including, but not limited to, subsequent purchasers.

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58. Each undersigned representative of the parties to this CAFO certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this CAFO and to execute and legally bind that party to it.

59. Each party shall bear its own costs and attorneys' fees in connection with the action resolved by this CAFO.

60. This CAFO shall become effective on the date it is filed with the Regional Hearing Clerk, Region 5.

61. This CAFO constitutes the entire agreement between the parties.

**U.S. Environmental Protection Agency,  
Complainant**

Date: 9/24/2004

By: 

Stephen Rothblatt, Director  
Air and Radiation Division  
U.S. Environmental Protection  
Agency, Region 5 (A-18J)

**Aexcel Corporation,  
Respondent**

Date: 9-22-04

By: 

Name: JOHN S. MILGRAM  
Title: PRESIDENT

**CAA-05- 2004 0048**

1950

CONSENT AGREEMENT AND FINAL ORDER

Aexcel Corporation, Mentor, Ohio

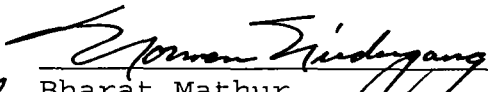
Docket No.

CAA-05- 2004 0048

Final Order

It is ordered as agreed to by the parties and as stated in the consent agreement, effective immediately upon filing of this CAFO with the Regional Hearing Clerk.

Dated: 9/29/04

*for*   
Bharat Mathur  
Acting Regional Administrator  
U.S. Environmental Protection  
Agency, Region 5  
77 West Jackson Boulevard  
Chicago, Illinois 60604-3590





**Attachment A****Architectural Coatings Produced by Aexcel.**

<b>Aexcel Coating Item Number</b>	<b>Label Name</b>	<b>Uses</b>	<b>VOC Limit (g/l)</b>	<b>VOC Actual (g/l)</b>	<b>Category from Table 1, Subpart D</b>
12A-D030	Black Zone Marking Paint	TT-P-110C, Type I and TT-P-85E (Traffic Paints)	150	391	Traffic Marking
12W-D110	Chlorinated Rubber Zone Marking Paint	Streets, Crosswalks, Parking Lots, Auxiliary Markings	150	362	Traffic Marking
12W-D203	Fast Dry Alkyd Traffic Paint	Parking Lots, Airports, Safety Zones	150	395	Traffic Marking
12W-D238	White Fast Dry Zone Marking Paint	Technical Data Sheet Not Provided	150	416	Traffic Marking
12W-D272	Quick Dry Alky Traffic Paint	Parking Lots, Airports, Safety Zones	150	416	Traffic Marking
12W-D289	Fast Dry Chlorinated Rubber Traffic Paint	Streets, Crosswalks, Parking Lots, and Auxiliary Markings	150	402	Traffic Marking
12W-D307	No Label Provided	Technical Data Sheet Not Provided	150	328	Traffic Marking
12Y-D214	Fast Dry Alkyd Traffic Paint	Parking Lots, Airports, Safety Zones	150	405	Traffic Marking
12Y-D243	Yellow Lead Free Chlorinated Rubber Zone Marking Paint	Streets, Crosswalks, Parking Lots, and Auxiliary Markings	150	367	Traffic Marking



**Attachment A**

<b>Aexcel Coating Item Number</b>	<b>Label Name</b>	<b>Uses</b>	<b>VOC Limit (g/l)</b>	<b>VOC Actual (g/l)</b>	<b>Category from Table 1, Subpart D</b>
12Y-D248	Yellow Fast Dry Alkyd Traffic Paint - '92	Parking Lots, Airports, Safety Zones	150	418	Traffic Marking
12Y-D286	Quick Dry Alky Traffic Paint	Parking Lots, Airports, Safety Zones	150	424	Traffic Marking
12Y-D287	2' Fast-Dry Alkyd Traffic Zone Marking Paint	Streets, Crosswalks, Parking Lots, and Auxiliary Markings	150	411	Traffic Marking
12Y-D305	Fast Dry Chlorinated Rubber Traffic Paint	Streets, Crosswalks, Parking Lots, and Auxiliary Markings	150	403	Traffic Marking
12Y-D328	No Label Provided	Technical Data Sheet Not Provided	150	332	Traffic Marking
72W-A057	Jet Dry Waterborne Traffic Safety Paint	State and Federal Highways	150	164	Traffic Marking
22C-F011	Clear Acrylic Sealer	Sealer/Primer for Concrete Surfaces	450	688	Primers, Sealers, and Undercoaters



**Attachment B****Aexcel Architectural Coatings Label Violations.**

<b>Number</b>	<b>Product Code</b>	<b>Label Name</b>	<b>Thinning Information on Label</b>	<b>VOC Content on Label</b>
1	12L-D012	Blue Fast Dry Acrylic Low VOC Zone Marking Paint	Yes	None
2	12R-D047	Red Lead Free Regular Dry Zone Marking Paint	Yes	None
3	12R-D049	Red Lead Free Regular Dry Zone Marking Paint	Yes	None
4	12W-D110	White Chlorinated Zone Marking Paint	Yes	None
5	12W-D195	White Regular Dry Zone Marking Paint	Yes	None
6	12W-D203	White Fast Dry Zone Marking Paint	Yes	None
7	12W-D221	White Regular Dry Zone Marking Paint	Yes	None
8	12W-D238	White Fast Dry Zone Marking Paint	Yes	None
9	12W-D272	White Fast Dry Zone Marking Paint	Yes	None
10	12W-D273	White Fast Dry Zone Marking Paint	Yes	None
11	12W-D276	White Regular Dry Zone Marking Paint	Yes	None
12	12W-D303	White Premium Fast Dry Zone Marking Paint	Yes	None
13	12Y-D206	Yellow Regular Dry Zone Marking Paint	Yes	None
14	12Y-D233	Lead Free Yellow Regular Dry Zone Marking Paint	Yes	None
15	12Y-D272	Lead Free Yellow Regular Dry Zone Marking Paint	Yes	None
16	12Y-D286	Yellow Fast Dry Zone Marking Paint	Yes	None
17	12Y-D287	Yellow Fast Dry Zone Marking Paint	Yes	None
18	12Y-D308	Yellow Fast Dry Chlorinated Lead Free Zone Marking Paint	Yes	None



Number	Product Code	Label Name	Thinning Information on Label	VOC Content on Label
19	12Y-D330	Lead Free Yellow Low VOC Chlorinated Zone Marking Paint	Yes	None
20	22A-A007	Black Regular Dry Waterborne Traffic Safety Paint	Yes	None
21	22A-E001	Black Hi Performance Acrylic Zone Marking Paint	Yes	None
22	22C-F011	Clear Concrete Primer Sealer	None	None
23	22R-A001	Red Airfield Marking Paint	Yes	None
24	25A-G001	Black 50:1 Extrude MMA	None	None
25	25W-G001	White 50:1 Extrude MMA	None	None
26	25W-G008	White MMA Extrude 50.1 Part A	None	None
27	25W-G009	White 4:1 Spray Non-Beaded MMA Part A	None	None
28	25Y-G003	Lead Free Yellow 50:1 Extrude MMA	None	None
29	25Y-G006	Lead Free Yellow 4:1 Spray Non-Beaded MMA Part A	None	None
30	25Y-G012	Lead Free Yellow 4:1 Spray Non-Beaded MMA Part A	None	None
31	72A-A020	Black Fortified Fast Dry Waterborne Acrylic Traffic Safety Paint	Yes	None
32	72A-A023	Black Fast Dry Waterborne Traffic Safety Paint	Yes	None
33	72G-A004	Green Fast Dry Water Reducible Traffic Safety Paint	Yes	None
34	72L-A002	Blue Fast Dry Water Reducible Traffic Safety Paint	Yes	None
35	72L-A004	Blue Fortified Jet Dry Waterborne Acrylic Traffic Safety Paint	Yes	None
36	72L-A009	Blue Fast Dry Waterborne Traffic Safety Paint	Yes	None
37	72L-A011	Blue Fast Dry Waterborne Traffic Safety Paint	Yes	None



Number	Product Code	Label Name	Thinning Information on Label	VOC Content on Label
38	72R-A002	Red Fast Dry Waterborne Lead Free Traffic Safety Paint	Yes	None
39	72R-A004	Red Fast Dry Waterborne Traffic Safety Paint	Yes	None
40	72R-A005	W.C. Red Fast Dry Waterborne Lead Free Traffic Safety Paint	Yes	None
41	72R-A007	Red Epoxy Fortified Fast Dry Waterborne Traffic Safety Paint	Yes	None
42	72R-A011	Red Fast Dry Waterborne Lead Free Traffic Safety Paint	Yes	None
43	72W-A017	White Water Reducible Field Marking Paint	Yes	None
44	72W-A034	White Jet Dry Waterborne Traffic Safety Paint	Yes	None
45	72W-A036	White Regular Dry Waterborne Traffic Safety Paint	Yes	None
46	72W-A042	White Jet Dry Waterborne Traffic Safety Paint	Yes	None
47	72W-A050	White Regular Dry Waterborne Traffic Safety Paint	Yes	None
48	72W-A051	White Jet Dry Waterborne Traffic Safety Paint	Yes	None
49	72W-A057	White Jet Dry Waterborne Traffic Safety Paint	Yes	None
50	72W-A070	White Jet Dry Waterborne Traffic Safety Paint	Yes	None
51	72W-A079	White Fortified Fast Dry Waterborne Acrylic Traffic Safety Paint	Yes	None
52	72W-A098	White Jet Dry Waterborne Traffic Safety Paint	Yes	None
53	72Y-A018	Yellow Jet Dry Waterborne Traffic Safety Paint	Yes	None
54	72Y-A021	Yellow Regular Dry Waterborne Traffic Safety Paint	Yes	None

Number	Product Code	Label Name	Thinning Information on Label	VOC Content on Label
55	72Y-A027	Lead Free Yellow Jet Dry Waterborne Traffic Safety Paint	Yes	None
56	72Y-A029	Lead Free Yellow Regular Dry Waterborne Traffic Safety Paint	Yes	None
57	72Y-A038	Yellow Fast Dry Waterborne Traffic Safety Paint	Yes	None
58	72Y-A041	Yellow Regular Dry Waterborne Traffic Safety Paint	Yes	None
59	72Y-A044	Lead Free Yellow Fast Dry Waterborne Traffic Safety Paint	Yes	None
60	72Y-A047	Yellow Jet Dry Waterborne Traffic Safety Paint	Yes	None
61	72Y-A051	Yellow Jet Dry Waterborne Traffic Safety Paint	Yes	None
62	72Y-A056	Lead Free Yellow Jet Dry Waterborne Traffic Safety Paint	Yes	None
63	72Y-A057	Lead Free Yellow Jet Dry Waterborne Traffic Safety Paint	Yes	None
64	72Y-A059	Lead Free Yellow Jet Dry Waterborne Traffic Safety Paint	Yes	None
65	72Y-A065	Lead Free Yellow Jet Dry Waterborne Traffic Safety Paint	Yes	None
66	72Y-A077	Lead Free Yellow Fortified Fast Dry Waterborne Acrylic Traffic Safety Paint	Yes	None
67	72Y-A080	Lead Free Yellow Jet Dry Waterborne Traffic Safety Paint	Yes	None
68	72Y-A082	Lead Free Yellow HD-21 Waterborne Acrylic Traffic Safety Paint	Yes	None
69	72Y-A084	Bengal's Orange Fast Dry Water Reducible Traffic Safety Paint	Yes	None



Number	Product Code	Label Name	Thinning Information on Label	VOC Content on Label
70	72Y-A087	Lead Free Yellow Regular Dry Waterborne Traffic Safety Paint	Yes	None
71	72Y-A093	Lead Free Yellow Jet Dry Waterborne Traffic Safety Paint	Yes	None

CERTIFICATE OF SERVICE

I, Shanee Rucker, certify that I hand delivered the executed original of the Consent Agreement and Final Order, docket number ~~CAA-05-2004-0048~~ to the Regional Hearing Clerk, Region 5, United States Environmental Protection Agency, and that I mailed correct copies by first-class, postage prepaid, certified mail, return receipt requested, to Aexcel and Aexcel's Counsel by placing them in the custody of the United States Postal Service addressed as follows:

John S. Milgram, President  
Aexcel Corporation  
7373 Production Drive  
Mentor, Ohio 44060

Louis McMahon  
Thompson Hine LLP  
3900 Key Center  
127 Public Square  
Cleveland, Ohio 44144-1291

US ENVIRONMENTAL  
PROTECTION AGENCY  
REGION V

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RECEIVED  
REGIONAL HEARING  
CLERK

on the 28<sup>th</sup> day of September, 2004.

Shanee Rucker  
Shanee Rucker  
AECAS (MI/WI)

CERTIFIED MAIL RECEIPT NUMBER: 70010320000602953352

